

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER  
0040255664

PAGE OF  
1 2

2. CONTRACT NO.  
A16PC00046

3. AWARD  
EFFECTIVE DATE  
02/12/2016

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION  
ISSUE DATE

7. FOR SOLICITATION  
INFORMATION CALL:

8. NAME  
(b) (6) (b) (6)

9. TELEPHONE NUMBER  
(b) (6)

(No collect calls)

10. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

CODE A07

BIA SWRO 00007  
1001 INDIAN SCHOOL RD NW  
Contracting Office  
BIA BUILDING 1  
Albuquerque NM 87104

10. THIS ACQUISITION IS

☐ SMALL BUSINESS  
☐ HUBZONE SMALL BUSINESS  
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

☒ UNRESTRICTED OR

☐ SET ASIDE

% FOR:

WOMEN-OWNED SMALL BUSINESS  
☐ (VOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
☐ SOWBSE  
☐ SVA

NAICS: 922140

SIZE STANDARD:

11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK 10 MARKED  
☐ SEE SCHEDULE

12. DISCOUNT TERMS  
PP30

13. THIS CONTRACT IS A  
FIXED ORDER UNDER  
DFAR (18 CFR 703)

13b. RATING

14. METHOD OF ACQUISITION  
☐ RFA ☐ IFB ☐ RFP

15. DELIVER TO

CODE 0009061823

BIA SWRO OJS DISTRICT IV OFFICE  
1001 INDIAN SCHOOL RD NW  
ALBUQUERQUE NM 87104

16. ADMINISTERED BY

CODE A07

DOI, BIA SWRO  
Contracting Office  
1001 INDIAN SCHOOL RD NW  
BIA BUILDING 1  
Albuquerque NM 87104

17a. CONTRACTOR/  
OFFEROR

CODE 0070421344

FACILITY  
CODE

LINCOLN, COUNTY OF  
Attn: ATTN GOVERNMENT POC  
300 CENTRAL AVE  
CARRIZO NM 88301

18a. PAYMENT WILL BE MADE BY

CODE TRP INV

Invoice Processing Platform System  
US Department of Treasury  
<http://www.lpp.gov>

TELEPHONE NO. 000-000-0000

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
☐ SEE ADDENDUM

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Provide Detention Services to the Office of Justice Service. The daily contract bed rate is (b) (4)/day for adult inmates only. Delivery: 12/31/2016 Account Assignment: (b) (4) Center: (b) (4) Functional Area: (b) (4) Fund: (b) (4) Fund Center: (b) (4) PR Acct Assign Line: (b) (4) Period of Performance: 02/01/2016 to 12/31/2016 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA  
01

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$75,996.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-6 ARE ATTACHED. ADDENDA

☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA

☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ANY ADDITIONAL

29. AWARD OF CONTRACT: OFFER  
DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO TERMS.

(b) (6)  
(b) (6)

SIGNED

12/16

(b) (6)

(b) (6)

2/12/16

31a. DATE SIGNED

02/13/2016

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0040255664		PAGE OF 1 2	
2. CONTRACT NO. A16PC00046		3. AWARD/ EFFECTIVE DATE 02/12/2016		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b) (6)		b. TELEPHONE NUMBER (No collect calls) (b) (6)	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY BIA SWRO 00007 1001 INDIAN SCHOOL RD NW Contracting Office BIA BUILDING 1 Albuquerque NM 87104		CODE A07		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:	
<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 922140		SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS PP30		13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO BIA SWRO OJS DISTRICT IV OFFICE 1001 INDIAN SCHOOL RD NW ALBUQUERQUE NM 87104		CODE 0009061823		16. ADMINISTERED BY DOI, BIA SWRO Contracting Office 1001 INDIAN SCHOOL RD NW BIA BUILDING 1 Albuquerque NM 87104	
17a. CONTRACTOR/ OFFEROR LINCOLN, COUNTY OF Attn: ATTN GOVERNMENT POC 300 CENTRAL AVE CARRIZOZO NM 88301		CODE 0070421344		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov	
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. CONTRACTOR/ OFFEROR		CODE IPP INV		20. SCHEDULE OF SUPPLIES/SERVICES	
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 01		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$75,996.00		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		29. AWARD OF CONTRACT: <input type="checkbox"/> OFFER DATED: YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO TERMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR (b) (6)		30b. NAME AND TITLE OF SIGNER (Type or print)	
30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) (b) (6)		31c. DATE SIGNED 01/30/2016		2/12/16	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	<p>Lincoln County Adult-Detention Services</p> <p>Obligated Amount: \$75,996.00</p> <p>Contractor: (b) (6), Director of Facility, Email: (b) (6)</p> <p>COTR: (b) (6) Email: (b) (6)</p> <p>FBMS Receiving Official (ACQ_COR): (b) (6)</p> <p>(b) (6)</p> <p>The total amount of award: \$75,996.00. The obligation for this award is shown in box 26.</p>				75,996.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

## **SECTION B – SUPPLIES OR SERVICES AND PRICES**

Contractor is responsible for complying with the FAR 52.222-41, Service Contract Act of 1965, and applying the appropriate Department of Labor prevailing wage rates for labor, if applicable. The contractor has public access at [www.wdol.gov/sca.aspx](http://www.wdol.gov/sca.aspx) to locate the prevailing wage rates for their area. All professional employees shall be properly and fairly compensated in accordance with FAR Subpart 22.11.

**PERFORMANCE WORK STATEMENT  
BUREAU OF INDIAN AFFAIRS, OFFICE OF JUSTICE SERVICES**

**C.1 OVERVIEW AND BACKGROUND**

By the authority of statute, 25 U.S.C Section 2802(b) and 25, U.S.C Section 2802(c)(1) the Bureau of Indian Affairs, Office of Justice Services intends to obtain adult detention/correctional services, which includes the provision of housing and services associated with the detention of offenders from Lincoln County Detention Center, 511 Hanger Ln Airport Road, Carrizozo, NM 88301.

**C.1.1 Scope of Work** - The Contractor shall provide safe and secure detention/correctional services at the facility operated by Lincoln County in accordance with the specific tasks as outlined in section C.8.

**C.1.2 Basic Service** - The Contractor shall provide housing and associated services within its detention facility, for adult arrestee(s)/inmates(s) who have been arrested, awaiting transport, awaiting adjudication, serving sentences after conviction, awaiting release from custody as a result of having been arrested or convicted of tribal violations occurring within Indian Country jurisdiction.

**C.2 DEFINITIONS/ACRONYMS**

As used throughout this contract, the following terms shall have the meaning set forth below and specified as applicable to this contract.

- A. "BIA OJS" or "Agency" - The United States Department of the Interior, Bureau of Indian Affairs, (BIA), Office of Justice Services (OJS).
- B. Agency jurisdiction – Is the jurisdiction of the BIA OJS and or another federally recognized Native American Indian tribe; including Indian Reservation land, Indian allotment land, and land designated as Indian Territory.
- C. Arrestee or inmate – For the purpose of this contract applies to a tribal or Native American Indian person(s) arrested under the authority of the BIA OJS and the personal jurisdiction of a tribal or CFR Court.
- D. Bureau of Indian Affairs (BIA) – As a bureau with the United States Department of the Interior, to protect the interests, resources, lands, and peoples of the federally recognized American Indian and Alaska Native tribes.
- E. Code of Federal Regulations (CFR) Court – The role of Indian tribal courts in the justice system.
- F. Contracting Officer (CO) – The individual with the authority to enter into, administer, and/or terminate contracts and make related determinations.
- G. Contracting Officer's Representative (COR) – The individual designated and authorized in writing by the Contracting Officer to be responsible for surveillance and monitoring of the Contractor's performance.

- H. County – Applies to the county where the detention facility is located.
- I. Contractor – The term herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that all subcontractors comply with the provisions of this contract.
- J. Cross cultural communication – Is the collective way of life of a people in a particular society; the standards, perspectives and the physical objects that constitute everyday life; the shared sets of understandings and expectations about how to think, feel and act; transmitted from generation to generation; cultures are neither totally integrated nor perfectly homogenous.
- K. District – Applies to the region(s) of the BIA OJS as designated in this contract.
- L. Government - The United States Government, Department of the Interior, Bureau of Indian Affairs, Office of Justice Services.
- M. Indian Country – A term as defined in Section 1151 of Title 18, United States Code. “(a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.”
- N. Indian Health Services (IHS) – Health and medical facilities that serve Native American Indians, Alaska Natives, and their decedents.
- O. Indian reservation or reservation - Land within the legal jurisdiction of a Federally recognized Native American Indian tribe, Bureau of Indian Affairs, or United States Department of the Interior.
- P. Local jurisdiction – Refers to and may include county, city, and tribal areas of jurisdiction.
- Q. Office of Justice Services (OJS) – As it is a part of the Bureau of Indian Affairs, it is responsible for the overall management of the Bureau’s law enforcement program of which the Division of Corrections is one area.
- R. Performance Requirements – Tasks to be performed by the Contractor.
- S. Performance Requirements Summary Table – An outline of contract requirements which identifies the key service outputs, standards, surveillance, and assessments, which will be inspected or surveyed by the Government.
- T. Performance Work Statement (PWS) - a statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.
- U. Period of Performance (POP) – The duration or timeframe of which the contract is valid.
- V. Correctional Program Specialist means the BIA OJS District personnel tasked to work directly

with detention/correction facilities.

W. Tribal violation – A violation the criminal law(s) of a tribal court or CFR Court which has jurisdiction over the arresting agency.

#### **C.2.1 Definitions that apply to detention/correctional services**

- A. Unusual incident – A special circumstance that requires attention in addition to everyday management of the correctional facility, this may include a serious injury or medical condition, death, escape, and change of the location of the tribal arrestee or inmate, and is not limited to these examples.
- B. Correctional Program Officer (CPO) and Contracting Officer's Representative (COR) – For the purpose of this contract the CPO and COR may be the same individual.

### **C.3 GOVERNMENT FURNISHED PROPERTY AND SERVICES**

The Government will not provide the Contractor with Government owned facilities, personnel, equipment, or materials in the performance of work under this contract.

### **C.4 CONTRACTOR FURNISHED PROPERTY AND SERVICES**

The Contractor shall provide all facilities, personnel, equipment, materials, and services necessary to perform the requirements of this contract.

### **C.5 CONTRACTOR PERSONNEL**

C.5.1 The facility administrator shall have authority to act for the Contractor on all contract matters relating to the operation of this contract.

C.5.2 The facility administrator shall be available to discuss issues relating to the contract with authorized government officials specific to this contract.

C.5.3 The Contractor shall ensure each contract employee is trained and certified in accordance with the applicable federal, state, and local correctional certification standards.

### **C.6 QUALITY CONTROL**

C.6.1 The Contractor shall implement a Quality Control Program to assure that the requirements of the contract are provided as specified.

C.6.2 The Contractor shall make available any inspections, evaluation, or monitoring reports to the COR or BIA OJS staff upon written or verbal request when made to the appropriate personnel.

## **C.7 QUALITY ASSURANCE**

The COR will monitor the contract in accordance with the set surveillance performance standards listed in the Performance Requirements Summary Table.

- A. For juvenile facilities only, the Contractor shall comply with the Office of Juvenile Justice and Delinquency Prevention Act (JJDP Act, Pub. L. No. 93-415, 42 U.S.C Section 5601).

## **C.8 PERFORMANCE REQUIREMENT TASKS**

C.8.1 The Contractor shall incarcerate tribal persons who have committed violations of criminal federal or tribal law and provide housing and services associated with the detention of offenders.

C.8.2 The Contractor shall inquire and gather information from the BIA OJS or Tribal Police Officer regarding any medical concerns at the time of transport and admission of the arrestee(s)/inmates(s).

C.8.3 The Contractor shall provide a medical and suicidal screening at the time of arrestee(s)/inmate(s) booking or admission.

C.8.4 The Contractor shall release to a responsible party, incarcerated tribal arrestee(s)/inmates(s) upon receipt of valid court order.

C.8.5 The Contractor shall notify the COR within 24 hours of any unusual incidents which affects a bureau or tribal arrestee/inmate held under this contract.

C.8.6 The Contractor shall accommodate Native American Indian culture and religion when available.

C.8.7 The Contractor shall address emergency, routine non-emergency medical, psychological, and dental needs of the arrestee (s)/inmate(s) with an established medical professional assessment.

C.8.8 The Contractor shall give preference to the Indian Health Service or a tribal health care facility/provider when possible and appropriate; for emergency, routine non-emergency medical, psychological, and dental needs of arrestee(s)/inmate(s) who are enrolled members of a federally-recognized tribe.

C.8.9 The Contractor shall schedule transportation for the arrestee(s)/inmate(s) to treatment in a timely manner and as needed as required by each situation.

C.8.10 The Contractor shall notify the COR within 72 hours of medical emergencies.

C.8.11 The Contractor shall coordinate with Indian Health Services and/or the nearest medical facility within 72 hours to process medical claims.



## **C.9 GENERAL INFORMATION**

### **C.9.1 Points of Contact**

#### **A. Contractor:**

(b) (6) Director of Facility  
Lincoln County Detention Center  
511 Hanger Ln Airport Road  
Carrizozo, NM 88301  
(b) (6)  
Fax: (b) (6)  
Email: (b) (6)

#### **B. BIA OJS:**

(b) (6) Correctional Program Officer (CPO), COR  
1001 Indian School RD, NW, Suite 251  
Albuquerque, New Mexico  
Office: (b) (6)  
Cellular: (b) (6)  
Email: (b) (6)

### **C.9.2 The following is a list of Indian Health Service and tribal healthcare facilities by preference:**

#### **A. Mescalero Service Unit**

P.O. Box 210  
Mescalero, New Mexico 88340  
(505) 464-4441

#### **B. Lincoln County Medical Center**

211 Suddreth Drive.  
Ruidoso, NM 88345  
(575) 257-8200

### **C.9.4 If the Contractor receives a medical claim, the Contractor shall forward the claim to the COR.**

**C.9.5 The Contractor shall submit, by the tenth (10<sup>th</sup>) day of each month, an invoice for the price of incarcerating the BIA OJS arrestee(s)/inmate(s). The board bill at a minimum shall contain the name and address of the Contractor, the contract number, date the invoice is prepared, name of each inmate incarcerated for the BIA OJS, in conjunction with the number of days each inmate was physically incarcerated by the Contractor, daily inmate rate, and the total amount to be paid by the BIA OJS Division of Corrections. Any discrepancies shall be justified in writing by the Contractor.**

## **C.10 NEGATIVE DECLARATION**

### **C.10.1 This Performance Work Statement (PWS) does not reflect, in this or any other context any**

party's position with respect to the jurisdictional authority of another. Nothing in this PWS, or in any conduct undertaken pursuant to this PWS, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this PWS. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this PWS nor the activities of the parties pursuant to this PWS shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this PWS shall be construed to impact or impair the extradition authority and processes of the parties.

C.10.2 Nothing in this PWS shall be construed as waiving the sovereign immunity of the Contractor or their employees from suit in state, tribal or federal court. Liability for suit in state, tribal or federal court is determined by existing state, tribal and federal law and is not altered by this contract. Nothing in this contract waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

C.10.3 The Contractor agrees to hold harmless the BIA OJS from:

- A. Violation of constitutional rights arising from the detention of persons in the Contractor facility pursuant to this PWS.
- B. The Contractor expressly assumes liability for any and all claims of any nature, including all costs, expenses and attorney fees, which may in any manner result from or arise out of the activities or actions of the Contractor, and its officers, officials, employees, agents, representatives, subcontractors, or others acting on its behalf in any capacity under the Contract.

C.10.4 Indemnification, Liability, and Insurance.

- A. The BIA OJS assumes no liability and shall not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Contractor, including the employees, agents, representative or others acting on its behalf in any capacity, pursuant to this PWS.
- B. The Contractor assumes no liability and shall not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA OJS.
- C. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including an appropriate and sufficient insurance policy.
- D. The Contractor shall at all times during the life of the Contract maintain an insurance policy to protect the BIA OJS from liability for claims arising out of the negligence of the Contractor, and its officers, officials, employees, agents, representatives, subcontractors, or others acting on its behalf in any capacity under the contract.
- E. Nothing in this PWS is intended to alter the parties' insurance obligations toward their employees or others.

C.10.5 Invoice.

- A. The contractor shall submit, by the 10<sup>th</sup> day of each monthly, an invoice for the previous month's cost of incarcerating the BIA OJS arrestee(s)/inmate(s). The board bill shall contain the name and address of the Contractor, the contract number, date the invoice is prepared, name of each inmate incarcerated for the BIA OJS, in conjunction with the number of days each inmate was physically incarcerated by the Contractor, daily rate, and the total amount to be paid by the BIA OJS Division of Corrections. Any discrepancies shall be justified in writing by the Contractor.

## PERFORMANCE REQUIREMENT SUMMARY TABLE

Task	Performance Requirements	Expected Outcome	Performance Standards	Surveillance
C.8.1	Incarcerate tribal persons who have committed violations of criminal federal/tribal law.	Provide for the safety, security, and welfare of the arrestee(s)/inmate(s) and general public.	In accordance with the applicable Federal State, Tribal, and local laws.	(b) (6) Warden, Lincoln County Detention Center With oversight by (b) (6) CPO, COTR
C.8.2	Inquire, gather and relay medical concerns.	Receive pertinent medical concerns at the time of transport and admissions.	In accordance with the established facility policy and procedures.	(b) (6) Warden, Lincoln County Detention Center With oversight by (b) (6) CPO, COR
C.8.3	Provide medical and suicidal screening at the time of booking or admission.	Obtain pertinent medical and suicidal information of arrestee(s)/inmates(s).	In accordance with the established facility policy and procedures.	(b) (6) Warden, Lincoln County Detention Center With oversight by (b) (6) CPO, COR
C.8.4	Release incarcerated arrestee(s)/inmate(s) upon receipt of valid court order to a responsible party.	The release of an incarcerated person to a responsible party.	In accordance with a valid court order and facility policies.	(b) (6) COR will periodically review to ensure compliance with the court release procedures.
C.8.5	Notify COR within 24 hours when an unusual incident occurs.	Insure safety and welfare of arrestee(s)/inmate(s).	In accordance with BIA/OJS Serious Incident Report (SIR) requirements. (Attachment A)	(b) (6) COR will ensure corrective action is processed.
C.8.6	When available accommodate Native American Indian culture and religion.	Safety, welfare, and spiritual wellbeing of arrestee(s)/inmates(s).	When available, in accordance with facility policy.	(b) (6) Warden, Lincoln County Detention Center With oversight by (b) (6) CPO, COR
C.8.7	Address emergency, routine non-emergency medical, psychological, and dental needs of the arrestee(s)/inmate(s).	Healthcare and welfare of arrestee(s)/inmate(s) are met.	In accordance with the established facility policy and procedures, and the BIA OJS Corrections Division's handbook: <u>Access to Healthcare</u> section. (Attachment B)	(b) (6) Warden, Lincoln County Detention Center With oversight by (b) (6) CPO, COR
C.8.8	Provide emergency, routine non-emergency medical, psychological, and dental needs of the arrestee(s)/inmate(s).	Preference to IHS and Tribal Health Care Facilities as primary provider.	To raise the physical, mental, social, and spiritual health of American Indians and Alaska Natives to the highest level.	(b) (6) Warden, Lincoln County Detention Center With oversight by (b) (6) CPO, COR
C.8.9	Promptly schedule and transport the arrestee(s)/inmate(s) to treatment as needed.	Safe arrival of the arrestee(s)/inmate(s) to the determined treatment facility or destination.	In accordance with the established facility policy and procedures.	(b) (6) Warden, Lincoln County Detention Center With oversight by (b) (6) CPO, COR
C.8.10	Notify the COR of medical emergencies with 72 hours.	COR will be notified within 72 hours.	Compliance with contract health service requirements.	(b) (6) Warden, Lincoln County Detention Center
C.8.11	Coordinate with IHS and/or the nearest medical facility within 72 hours to process medical claim(s).	Meet 72 hour deadline for processing medical claims.	In accordance with the established facility policy and procedures.	(b) (6) Warden, Lincoln County Detention Center With oversight by (b) (6) CPO, COR

ATTACHMENT A - BIA-OFFICE OF JUSTICE SERVICES \*CORRECTIONS DIVISION HANDBOOK\* Effective:  
02/01/12 Replaces and supersedes all previous versions

SERIOUS INCIDENT REPORTING (SIR)

POLICY: It is the policy of BIA OJS to report and document all serious incidents that occur within Correctional Operations or to an inmate, both adult and juvenile, legally committed to BIA or Contracted/Compacted detention custody. This policy establishes a mandatory uniform reporting system and protocol for incidents that are related to the custodial management of inmates in correctional operations.

RULES AND REGULATIONS- GENERAL

- A. This policy applies to all Bureau of Indian Affairs (BIA) Office of Justice Services (OJS) correctional facilities and correctional and/or detention facilities contracted under Public Law 93-638. The policy does not apply to correctional and/or detention programs operated solely under grants or tribal funding.
- B. Serious incidents include, but are not limited to the following:
1. aggravated assault,
  2. attempted suicide,
  3. bomb threat,
  4. communicable disease outbreak,
  5. disturbance
  6. escape,
  7. fire,
  8. hostage situation,
  9. hunger strike,
  10. In-custody death,
  11. jail closure,
  12. mass arrest, overcrowding
  13. medical emergency,
  14. natural disaster,
  15. Off-duty misconduct that reflects on the organization,
  16. Other.
  17. rape,
  18. suicide,
  19. terrorist behavior,
  20. Unusual or high profile incident,
  21. use of force,\*
  22. vehicle collision,
  23. vermin infestation,
  24. water contamination.
  25. work slow-down,

\*Include actual event in title

## IMMEDIATE REPORTING REQUIREMENT

When a serious incident (see Appendix C) occurs relative to the custodial management of inmates, both adult and juvenile (regardless of where the incident takes place), the following will occur. For purposes of this policy, BIA Corrections staff titles are utilized; however, other non-BIA facilities should utilize their locally designated chain of command.

1. The officer in charge will immediately take corrective action to stabilize the situation, initiate emergency medical aid when necessary, and then notify his/her immediate supervisor. The supervisor or the officer will contact the Facility SCS. If the Facility SCS cannot be reached, the supervisor/officer will contact the District SCS. The supervisor/officer providing the telephonic report shall provide all relevant information to ensure a complete description of the incident is provided.
2. The facility SCS or SCO, once notified, shall immediately notify the district Correctional Program Officer (CPO).
3. The district Correctional Program Officer (CPO) will immediately contact, by telephone, the Chief of Corrections, if required. If an SIR requires forwarding to the Chief of Corrections, contacts should have also occurred.
4. The Chief of Corrections will ensure that the Associate Director of Corrections, BIA OJS, is notified, if required. The Chief of Corrections will ensure the Associate Director of the Professional Standards Division is notified of all in-custody death incidents.
5. The Deputy Bureau Director, BIA OJS will also contact the Department of the Interior (DOI) Director, Office of Law Enforcement and Security, to ensure the requirements of the U.S. Department of the Interior, Office of Inspector General Report No. 2004-I-0056, "Neither Safe nor Secure -- An Assessment of Indian Detention Facilities," are being adhered to.
6. At any level, if the next responsible party cannot be reached immediately, the next level higher will be contacted. The facility supervisor will ensure that a current chain of command staff roster is available and on file at each facility for Central Office West and the District Office, with contact numbers, including cell phones.

## DOCUMENTATION REQUIREMENT

After notification has been made by the initial reporting officer, the following shall be completed:

1. The staff member at the facility who is initially and immediately involved in observing or responding to an incident shall complete a Serious Incident Report (SIR) (See Appendix A) prior to the end of the shift in which the incident occurred. The Serious Incident Description & Action Table shall be reference when completing the report (See Appendix C).
2. If more than one staff member is involved in or witnesses the incident, the supervisor or senior officer available will complete the SIR based on the memorandums completed by all staff. All staff involved will complete individual memorandums outlining the incident and the extent of their involvement. All supporting documentation, to include photos, medical reports, outside agency reports, etc., will be submitted as attachments to the SIR prior to the end of the shift. Staff memorandums will be in narrative format and a supplement to the SIR.
3. The facility SCS, SCO or designee will review the report to ensure all areas of the report are accurate and complete prior to submission to the district office.
4. The SIR will then be electronically mailed, if available, or faxed to the attention of the district Correctional Program Officer (CPO) or designee responsible for the facility (including facilities contracted under Public Law 93 – 638) by the same or next business day.
5. The district Correctional Program Officer (CPO) or designee will review the SIR for completeness, accuracy, follow up and corrective action prior to electronically mailing the SIR to the attention of the Chief of Corrections or designee. This will be completed within two business days after the incident is reported. The district Correctional Program Officer (CPO) or designee shall ensure any modifications made to the report is coordinated with the input of the initial reporting staff member.
6. The Chief of Corrections or designee will review the SIR, and if necessary return it to the district Correctional Program Officer (CPO) or designee for clarification, more information or modification and shall be returned the same day if time allows. The Chief of Corrections or designee will be notified by district staff if the SIR cannot be completed in a timely manner.
7. Upon receipt of a complete and accurate SIR, the Chief of Corrections will forward it to the Associate Director of Corrections if required, who will brief the Deputy Bureau Director, BIA OJS. The SIR shall be forwarded to the Associate Director within 2 business days after the incident occurs. The Chief of Corrections or designee will also ensure a copy of the SIR is forwarded (if required) to the Associate Director, Professional Standards Division. However, in all in-custody death cases, the Professionals Standards Division will be notified, as well as the Federal Bureau of Investigations.
8. After notification, the Deputy Bureau Director, BIA OJS will brief the Director, DOI OJS.
9. A copy of all SIR reports and SIR Logs will be maintained at each location where a SIR is generated or received. These reports and logs will be maintained in accordance with established Records Management procedures.

## FOLLOW UP

Upon review of the SIR, the supervisor at each level will do one or more of the following:

1. Initiate a SIR Inmate Statistics Report to include any immediate corrective action resulting from the SIR is addressed at the local facility. The SIR Inmate Statistics Report including the Corrective Action Plan will be forwarded to the District SCS.
  - a. The district Correctional Program Officer (CPO) or designee will assume the responsibility to ensure that corrective measures are implemented to eliminate or reduce additional occurrences of the same incident at all BIA OJS and PL 93-638 correctional programs within their district, particularly at the facility where the incident occurred.
  - b. If the incident is the result of a lack of procedural clarification, the Chief of Corrections will ensure policies, procedures, or OJS Special Orders are either drafted or revised to eliminate or reduce additional occurrences of the serious incident. The Chief of Corrections shall ensure these new or modified policies, procedures, or OJS Special Orders are incorporated into the Indian Police Academy training curriculums, if required.
2. The Chief of Corrections will ensure the SIR has been forwarded to the Associate Director, Professional Standards Division, for investigation by proper personnel and branches, i.e., Investigations, Inspections, or Internal Affairs. The Associate Director, Professional Standards Division may also refer the incident to the Office of the Inspector General.
3. When any identified corrective action has been accomplished, a supplemental report will be completed listing the corrective action taken and when it was taken. This supplemental report will be forwarded through the chain of command and attached to the original SIR.



## SIR TRACKING

The tracking of SIR's shall be accomplished in the following manner:

1. All BIA and PL 93-638 correctional/detention facilities, district, and central offices, shall maintain a SIR log (See Appendix D). Each SIR generated or received at the respective location, will be documented on the SIR log. This log will be used for annual reporting as outlined in Section V. All sections of the SIR log will be completed in its entirety.
2. The below numbering system will be utilized, assigned, documented on each SIR, as well as tracked on the SIR Log. The SIR numbers assigned and documented on the report will correspond with the SIR log.
3. SIR numbering: For example, a SIR number for the Ute Mountain Ute Agency would be derived in the following manner: The last digit of the current calendar year 2010, facility ORG CODE-MOL450, followed by the numbering system beginning with 001 for the first documented SIR. For example, SIR number OKOL400-001 was generated in calendar year 2010 at the Ute Mountain Ute detention facility, and is the first documented incident for 2010.
4. The SIR log shall be maintained from January 1<sup>st</sup> to December 31<sup>st</sup> yearly. The numbering system will start over each calendar year beginning January 1<sup>st</sup>.

## ANNUAL REPORTING REQUIREMENT

The following procedures will be followed for reporting purposes:

1. All Bureau of Indian Affairs (BIA) Office of Justice Services correctional facilities and correctional and/or detention facilities contracted under Public Law 93-638 will maintain a Serious Incident Report log which will be forwarded to the respective district Supervisory Correctional/Detention Specialist on a yearly basis.
2. The district Supervisory Correctional/Detention Specialist will forward an annual summation of the Serious Incident Reports identified on Appendix E for incidents occurring within their district. This summation will be forwarded to the Chief of Corrections, by January 31<sup>st</sup> of each year.
3. Based on all district summary reports, the Chief of Corrections will prepare a final summary of all serious incidents occurring in BIA and PL 93-638 correctional/detention facilities by February 10<sup>th</sup> each year and forward to the Deputy Associate Director, Directorate of Operations.

Bureau of Indian Affairs  
Office of Justice Services  
Serious Incident Report  
Division of Corrections

(Appendix A) 1. Facility Name:	2. BIA PL 93-638 (check one)
3. Date:	4. Category of Serious Incident:
5. Type of Serious Incident:	6. Date and Time of Incident:
7. Location of Incident:	8. SIR Number:
9. Summary:	
10. Names and Titles of Persons Responding to the Incident:	
11. Status of Incident and Agencies Notified:	
12. Reporting Officer:	
13. Supervisor of the Facility:	
14. Shift Supervisor:	
15. Facility Information:	

## ATTACHMENT B

BIA-OFFICE OF JUSTICE SERVICES \*CORRECTIONS DIVISION HANDBOOK\* Effective: 11/01/08 Revised:

### ACCESS TO HEALTH CARE

#### POLICY

The office of Justice Services Corrections Division will provide access to available health care to all inmates. The health and safety of inmates and staff is of primary concern.

#### RULES AND REGULATIONS

##### GENERAL

- A. Access to a continuum of health care services will be available, so health care needs, including prevention and health education, are met in a timely and efficient manner. Inmates will be informed of the process for requesting health care.
- B. The facility Supervisory Correctional Specialist (SCS), Supervisory Correctional Officer (SCO) or designee shall ensure inmates have access to emergency and routine health care, which includes medical, dental, mental health, and substance abuse assessment and care.
- C. Corrections staff have an obligation to promptly refer all inmate requests for health care services to the appropriate health care provider. Health care shall be accessible in accordance with any agreements between the correctional facility and the health care provider.

##### NOTIFYING INMATES OF HEALTH CARE SERVICES

- A. The facility SCS, SCO or designee will review the facility agreement with the health care provider to determine what health care services are available.
- B. The facility SCS, SCO, or designee, in coordination with the district SCS will ensure information regarding inmate access to health care is identified in the facility Inmate Handbook.
- C. During orientation/screening, the corrections officer shall verbally instruct the inmate how health care may be accessed, and ensure an Inmate Handbook is provided, or made available for review. The corrections officer will receive written verification of understanding from the inmate.
- D. If a facility Inmate Handbook is not provided to each inmate during booking/screening, a copy will be readily available in the inmate housing areas, at all times.
- E. The facility SCS, SCO, or designee, shall also ensure the information on access to health care is posted in appropriate inmate areas.

## INMATE REQUEST FOR ROUTINE HEALTH CARE

- A. Any inmate needing access to routine health care will complete an Inmate Request Form. This form can be initiated at any time by the inmate. An inmate may also make a verbal request to a staff member at any time or respond to sick call.
- B. The form will be provided to the corrections officer, who will individually and privately meet with each inmate. The officer will document the need of the inmate on the form, and will notify the shift supervisor to arrange a medical appointment.

## INMATE REQUEST FOR EMERGENCY AND URGENT MEDICAL CARE

- A. Inmates may request urgent and emergency medical care verbally to staff. Staff may also observe a medical need.
- B. Corrections staff will immediately notify the on-duty supervisor, and if necessary emergency medical services (EMS) or the health care provider will be contacted, based on the inmate's health care complaint. Whether the inmate request is verbal or written, the detention officer will document this on the daily activity log.
- C. The EMS or health care provider, if contacted, will assess the situation and refer the inmate to the appropriate health resource. This shall be documented in the inmate's Health Care File.

## SICK CALL

A daily sick call may be established at each facility. The below requirements must be addressed, and may be tailored to meet the needs of each facility. The facility SCS, SCO or designee will address these issues in local procedures:

- 1. A corrections officer will be assigned to observe and supervise sick call.
- 2. The corrections officer will understand his/her duties, including the confidentiality of inmate health care needs.
- 3. The preparations required for sick call (i.e., identifying inmates who need to be seen as a result of the sick call sign-up sheet (Appendix A), inmate requests, routine screening, etc.), will be coordinated.
- 4. If an area of the facility is used as an inmate waiting area, how this area is supervised, and how inmates move from this area to the room where treatment occurs.
- 5. How the inmate's right to privacy during treatment is protected.
- 6. If transportation to a medical facility is necessary, inmates will be restrained, searched before and after transport, and will not be allowed to visit with any non-medical personnel during the medical process. A corrections officer will accompany the inmate at all times.

## **SECTION E -- INSPECTION AND ACCEPTANCE**

E.1      52.252-02      Clauses Incorporated By Reference

Feb 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far>

Clause	Title
52.246-4	Inspection of Services

Date
Aug 1996

## SECTION F – DELIVERIES OR PERFORMANCE

F.1      52.252-02      Clauses Incorporated By Reference      Feb 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far>

Clause	Title	Date
52.242-15	Stop-Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.O.B. Destination	Nov 1991

F.2.      Period of Performance and Option Years

The Period of Performance (POP) and Option Years shall be as follows:

Option Period	Start Date	End Date
Base Year	February 1, 2016	December 31, 2016
Option Year One	January 1, 2017	December 31, 2017
Option Year Two	January 1, 2018	December 31, 2018
Option Year Three	January 1, 2019	December 31, 2019
Option Year Four	January 1, 2020	December 31, 2020

## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 Contract Administration – Bureau of Indian Affairs

(b) (6) Contracting Officer  
BIA, Southwest Regional Office, Branch of Acquisition  
1001 Indian School Rd., NW Suite 347  
Albuquerque, NM 87104  
Telephone No. (b) (6) Facsimile No.: (b) (6)  
Email (b) (6)

### G.2 Contract Administration - Contractor

Designate a person whom the Government may contact during the period of the contract for prompt action on matters pertaining to the administration of the contract. Authorized Administrator is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

### G.3 Contracting Officer's Representative

(b) (6), Correctional Program Officer (CPO), COR  
1001 Indian School RD, NW, Suite 251  
Albuquerque, New Mexico  
Office: (b) (6)  
Cellular: (b) (6)  
Email: (b) (6)

- a. The Contracting Officer shall designate a Contracting Officer's Representative (COR) who will represent the Contracting Officer in the technical phase of the work. The COR's duties, responsibilities, and limitations of authority will be set forth in a written COR designation letter. A copy of the COR designation letter will be made available to the Contractor.
- b. The COR is not authorized to make any changes to the terms and conditions of this contract. Only the Contracting Officer is authorized to make any changes to the contract by a properly written signed modification to the contract.
- c. The Contracting Officer is the only official who can legally commit or obligate the Government for expenditure of public funds.



- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
  - (2) Waive or agree to modification of the delivery schedule;
  - (3) Make any final decision on any contract matter subject to the Disputes Clause;
  - (4) Terminate, for any reason, the Contractor's right to proceed;
  - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

G.5 Electronic Invoicing and Payment Requirements –  
Internet Payment Platform (IPP)

April 2013

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- (a) Upload contractor's itemized invoices as attachments into IPP.
- (b) The Contractor shall submit an itemized invoice(s) in pdf format to the Contracting Officer and the Contracting Officer's Representative (COR).
- (c) Contracting Officer's Invoice approval: Written Progress Report to validate the work was performed, completed, and accepted by the Contracting Officer's Technical Representative.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

All invoices are subject to approval by the COR. Each invoice must include line items for the work performed and/or goods provided with a sufficient level of detail so it is clearly understood what occurred during the invoice time period. Services performed must include a short narrative on what was done and why the services were provided during this period of time.

## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 Notice Regarding Prohibited Contractor Activities

The contractor shall not perform any of the following activities on behalf of BIA during performance of this contract.

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at IA.
3. Developing and/or writing of position descriptions and performance standards.
4. The actual determination of agency policy.
5. Participating as a voting member on a Performance Evaluation Board.
6. The preparation of documents on BIA letterhead other than routine administrative correspondence.
7. Reviewing vouchers and invoices for the purposes of determining whether cost, hours and work performed are reasonable.
8. The preparation of statements of work, work assignments, technical direction documents, delivery orders or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by a BIA prime contractor for its subcontractor, is exempt from this prohibition.
9. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
10. Preparing responses to Congressional correspondence.
11. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
12. Any contract which authorizes a contractor to represent itself as IA to outside parties.
13. The actual preparation of an office's official budget request.

### H.2 Reporting Matters Involving Fraud, Waste and Abuse

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in BIA funded programs is encouraged to report such matters to the DOI Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is 1-800-424-5081. All telephone calls will be handled confidentially. One may also fill out an online form at <http://www.doiig.gov/hotline>. Additionally the IG may be contacted through its mailing address:

U.S. Department of the Interior  
Office of Inspector General  
1849 C Street NW - Mail Stop 4428  
Washington, D.C. 20240

### H.3 Technical Direction

(a) Definitions.

Contracting Officer Representative (COR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Work order, as used in this clause, means work assignment, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order thereunder. The contracting officer representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or work order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or work order;

(4) Alters the period of performance of the contract or work order; or

(5) Changes any of the other terms or conditions of the contract or work order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer representative, shall be at the contractor's risk.

(End of clause)

#### **H.4 Government – Contractor Relations**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other BIA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) *Employee relationship.* (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the Bureau of Indian Affairs under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H.5 Additional Contractor Requirements**

(a) The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review and advance written approval by the Contracting Officer or the Contracting Officer's Representative. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based.

(b) The contractor shall not provide any legal services to BIA under this contract absent express written advance approval from DOI's Office of General Counsel. The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor-provided technical support under this contract and make the final decision on all contractor-provided assessments and recommendations.

(c) The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining BIA's express advance written approval.

(d) In all contact with the public and Government officials, contractor personnel shall identify themselves as contractor employees working under contract to BIA. All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with BIA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and company's name and logo. The office space occupied by contractor staff in any location that is also occupied by BIA employees shall be identified with appropriate signs that include the contractor's name.

(e) When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so there is no possible appearance of being BIA officials.

#### **H.6 GREEN PROCUREMENT REQUIREMENTS**

In the performance of this service or construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, if applicable:

- a) U.S. EPA Comprehensive Procurement Guidelines published at <http://www3.epa.gov/epawaste/conservation/tools/cpg/>
- b) USDA Biobased product listings published at [www.biopreferred.gov](http://www.biopreferred.gov).
- c) Energy Star® product listings published at [www.energystar.gov/products](http://www.energystar.gov/products).
- d) FEMP Low Standby Power product listings published at <http://energy.gov/eere/femp/low-standby-power-products>

#### **H.7 TAXES**

(a) Federal, State, and Local Taxes. Offerors are responsible for contacting the tribe or tribal organization and state tax authority involved with regard to any requirements regarding tribal and state taxes, royalties and/or other applicable tribal laws or ordinances. Any costs associated with this section shall be included in the contractor's offer.

(b) Offeror(s) is/are responsible for contacting the following tribes listed below for Indian Preference employment information, tribal taxes and fees, and the state tax authority. Current available information is identified below:

State: New Mexico taxation & Revenue, website: [www.tax.newmexico.gov](http://www.tax.newmexico.gov)

## SECTION I – CONTRACT CLAUSES

### I.1 52.252-02 Clauses Incorporated By Reference Feb 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far>

Clause	Title	Date
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	May 2014
52.203-16	Preventing Personal Conflicts of Interest	Dec 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Apr 2014
52.204-04	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-09	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-12	Data Universal Numbering System Number Maintenance	Dec 2012
52.204-13	System for Award Management Maintenance	July 2013
52.211-6	Brand Name or Equal	Aug 1999
52.212-1	Instructions to Offerors - Commercial Items	Apr 2015
52.216-4	Economic Price Adjustment—Labor and Material	Jan 1997
52.222-19	Child Labor—Cooperation with Authorities and Remedies	Jan 2016
52.223-06	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	May 2011
52.229-01	State and Local Taxes	April 1984
52.229-03	Federal, State and Local Taxes	Feb 2013
52.229-04	Federal, State and Local Taxes (State and Local Adjustments)	Feb 2013
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	April 2003
52.232-1	Payments	April 1984
52.232-17	Interest	May 1984
52.232-18	Availability of Funds	April 1984
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-24	Prohibition of Assignment of Claims	May 2014
52.232-25	Prompt Payment	July 2013
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-3	Protest after Award	Aug 1996
52.242-13	Bankruptcy	July 1995
52.243-1	Changes-Fixed Price, Alternate I	Aug 1987
52.244-2	Subcontracts	Oct 2010
52.244-6	Subcontracts for Commercial Items	Dec 2015
52.245-1	Government Property	Apr 2012
52.253-01	Computer Generated Forms	Jan 1991
1452.203-70	Restriction on Endorsements	July 1996
1452.215-71	Use and Disclosure of Proposal Information—Department of the Interior	Apr 1984
1452.224-1	Privacy Act Notification (Deviation)	July 1996
1452.228-7	Insurance—Liability to Third Persons	Apr 1984
1452.226-70	Indian Preference	April 1984
1452.226-71	Indian Preference Program	April 1984
1452.228-70	Liability Insurance	July 1996
1450-0016-002	EEO 13513 – Federal Leadership on Reducing Text Messaging While Driving	Oct 2009
1450-0016-001	Homeland Security Presidential Directive 12 (HSPD 12)	Aug 2004

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;



(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

*Alternate I (MAY 2014).* When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (c), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(c) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing

this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.



(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

x (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

    (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

    (5) [Reserved].

x (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

x (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

x (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

x (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

    (10) [Reserved].

    (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

    (ii) Alternate I (Nov 2011) of 52.219-3.

    (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

    (ii) Alternate I (JAN 2011) of 52.219-4.

    (13) [Reserved]

    (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

    (ii) Alternate I (Nov 2011).

    (iii) Alternate II (Nov 2011).

    (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

    (ii) Alternate I (Oct 1995) of 52.219-7.

    (iii) Alternate II (Mar 2004) of 52.219-7.

    (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

    (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

    (ii) Alternate I (Oct 2001) of 52.219-9.

    (iii) Alternate II (Oct 2001) of 52.219-9.

    (iv) Alternate III (Oct 2015) of 52.219-9.

- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- x (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- x (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- x (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).
- x (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- x (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- x (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- x (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- x (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).
- x (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- x (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- x (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- x (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- x (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- x (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- x (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

- \_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- x (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- x (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- x (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- x (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- x (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- x (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- x (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- \_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million

for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

    (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

    (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**I.5 52.217-8 Option To Extend Services**

**Nov 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**I.6 52.217-9 Option to Extend the Term of the Contract.**

**Mar 2000**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 65 months, June 30, 2021.

(End of clause)

**I.7 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (JANUARY 2015)**

(a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.* (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provideduplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

- (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
- (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.
- (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
  - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
  - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—
- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
  - (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
    - (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
    - (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
    - (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
- (d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- (e) *Payroll Records.* (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
- (i) Name, address, and social security number;
  - (ii) The worker's occupation(s) or classification(s);
  - (iii) The rate or rates of wages paid;
  - (iv) The number of daily and weekly hours worked by each worker;
  - (v) Any deductions made; and
  - (vi) Total wages paid.
- (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

**I.8      52.232-999      Providing Accelerated Payment To Small Business      Aug 2012**  
**Subcontractors (Deviation) Aug 2012**

This clause implements the temporary policy provided by OMB Policy memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt payment Act.

**I.9      FAR 42.15      Contractor Performance Assessment Reporting System      July 2010**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.



(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramification of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation s "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

#### **I.10 Certification Regarding a Felony Conviction Under Any Federal Law or an Unpaid Federal Tax Liability.**

**Feb 2012**

(a) In accordance with sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by the Act may be used to enter into a contract with any corporation that -

(1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror certifies that -

(1) It is ☐ is not ☐ a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months;

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**I.11. Post-Award Conference**

If the Contracting Officer decides to conduct a post-award conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

**I.12. This is Firm Fixed-Price Contract.**

**I.13 52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)**

**Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

**I.14 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)**

**Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (FEB 2015)**

(a) The contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibition and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

1. DI-137, Release of Claims
2. Service Contract Wage Rates

DEPARTMENT OF THE INTERIOR  
DEPARTMENT MANUAL

DEPARTMENT OF THE INTERIOR ACQUISITION REGULATION SYSTEM  
PART 1453-FORMS

401 DM ADDITION TO FAR

UNITED STATES

DEPARTMENT OF THE INTERIOR

RELEASE OF CLAIMS

CONTRACT NUMBER

DATE

WHEREAS, BY THE TERMS OF THE ABOVE CONTRACT FOR

, ENTERED INTO BY THE UNITED STATES OF AMERICA, HEREINAFTER  
ALSO REFERRED TO AS THE UNITED STATES, AND THE CONTRACTOR

, IT IS PROVIDED THAT AFTER COMPLETION OF ALL WORK,  
AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR WILL FURNISH THE UNITED STATES WITH A RELEASE OF ALL CLAIMS;

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE PAYMENT BY THE UNITED STATES TO THE CONTRACTOR OF  
THE AMOUNT NOW DUE UNDER THE CONTRACT, TO WIT, THE SUM OF \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), THE CONTRACTOR HEREBY REMISES, RELEASES, AND FOREVER DISCHARGES THE UNITED STATES, ITS  
OFFICERS, AGENTS, AND EMPLOYEES, OF AND FROM ALL MANNER OF DEBTS, DUES, LIABILITIES, OBLIGATIONS, ACCOUNTS, CLAIMS, AND  
DEMANDS WHATSOEVER, IN LAW AND EQUITY, UNDER OR BY VIRTUE OF THE SAID CONTRACT, EXCEPT:

IN WITNESS WHEREOF, THE CONTRACTOR HAS EXECUTED THIS RELEASE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
(CONTRACTOR)

CORPORATION  
PARTNERSHIP

JOINT VENTURE  
INDIVIDUAL

By \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(STREET NUMBER OR R.F.D)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(CITY)

\_\_\_\_\_  
(STATE)

\_\_\_\_\_  
(ZIP CODE)

COMPLETE ONLY IF CONTRACTOR IS A CORPORATION

I, \_\_\_\_\_ CERTIFY THAT I AM THE  
OF THE CORPORATION NAMED AS CONTRACTOR HEREIN; THAT \_\_\_\_\_, WHO  
SIGNED THIS RELEASE ON BEHALF OF THE CORPORATION, WAS THEN \_\_\_\_\_ OF SAID CORPORATION; OF SAID  
CORPORATION; AND THAT SAID RELEASE WAS DULY SIGNED FOR AND ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS  
GOVERNING BODY.

[SEAL]

\_\_\_\_\_  
(SIGNATURE)

DI-137 (REV. 8/96)

WD 05-2511 (Rev.-21) was first posted on www.wdol.gov on 01/05/2016

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2005-2511  
Revision No.: 21  
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: New Mexico, Texas

Area: New Mexico Counties of Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra  
Texas Counties of Culberson, El Paso, Hudspeth

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.78
01012 - Accounting Clerk II		14.46
01013 - Accounting Clerk III		16.18
01020 - Administrative Assistant		17.66
01040 - Court Reporter		15.70
01051 - Data Entry Operator I		9.57
01052 - Data Entry Operator II		10.56
01060 - Dispatcher, Motor Vehicle		13.41
01070 - Document Preparation Clerk		11.19
01090 - Duplicating Machine Operator		11.19
01111 - General Clerk I		9.61
01112 - General Clerk II		10.49
01113 - General Clerk III		11.77
01120 - Housing Referral Assistant		14.98
01141 - Messenger Courier		8.76
01191 - Order Clerk I		10.48
01192 - Order Clerk II		11.44
01261 - Personnel Assistant (Employment) I		12.80
01262 - Personnel Assistant (Employment) II		14.44
01263 - Personnel Assistant (Employment) III		15.99
01270 - Production Control Clerk		16.69
01280 - Receptionist		9.47
01290 - Rental Clerk		10.50
01300 - Scheduler, Maintenance		12.00
01311 - Secretary I		12.01
01312 - Secretary II		13.43

01313	- Secretary III	14.98
01320	- Service Order Dispatcher	11.77
01410	- Supply Technician	17.23
01420	- Survey Worker	13.70
01531	- Travel Clerk I	11.16
01532	- Travel Clerk II	12.20
01533	- Travel Clerk III	13.00
01611	- Word Processor I	12.87
01612	- Word Processor II	14.45
01613	- Word Processor III	16.16
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	16.41
05010	- Automotive Electrician	15.40
05040	- Automotive Glass Installer	14.37
05070	- Automotive Worker	14.37
05110	- Mobile Equipment Servicer	12.32
05130	- Motor Equipment Metal Mechanic	16.41
05160	- Motor Equipment Metal Worker	14.37
05190	- Motor Vehicle Mechanic	17.31
05220	- Motor Vehicle Mechanic Helper	11.29
05250	- Motor Vehicle Upholstery Worker	13.34
05280	- Motor Vehicle Wrecker	14.37
05310	- Painter, Automotive	15.40
05340	- Radiator Repair Specialist	14.37
05370	- Tire Repairer	11.33
05400	- Transmission Repair Specialist	16.41
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.51
07041	- Cook I	9.61
07042	- Cook II	11.41
07070	- Dishwasher	7.37
07130	- Food Service Worker	8.06
07210	- Meat Cutter	11.04
07260	- Waiter/Waitress	7.30
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.73
09040	- Furniture Handler	8.80
09080	- Furniture Refinisher	15.73
09090	- Furniture Refinisher Helper	11.05
09110	- Furniture Repairer, Minor	13.15
09130	- Upholsterer	15.73
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	8.07
11060	- Elevator Operator	8.07
11090	- Gardener	12.04
11122	- Housekeeping Aide	9.02
11150	- Janitor	9.02
11210	- Laborer, Grounds Maintenance	9.02
11240	- Maid or Houseman	7.74
11260	- Pruner	7.79
11270	- Tractor Operator	11.51
11330	- Trail Maintenance Worker	9.02
11360	- Window Cleaner	10.45
12000	- Health Occupations	
12010	- Ambulance Driver	12.83
12011	- Breath Alcohol Technician	14.94
12012	- Certified Occupational Therapist Assistant	22.21
12015	- Certified Physical Therapist Assistant	21.09
12020	- Dental Assistant	12.61

12025 - Dental Hygienist	27.43
12030 - EKG Technician	25.42
12035 - Electroneurodiagnostic Technologist	25.42
12040 - Emergency Medical Technician	12.83
12071 - Licensed Practical Nurse I	16.95
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.15
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	13.77
12160 - Medical Record Clerk	13.27
12190 - Medical Record Technician	14.84
12195 - Medical Transcriptionist	14.31
12210 - Nuclear Medicine Technologist	33.37
12221 - Nursing Assistant I	9.26
12222 - Nursing Assistant II	10.41
12223 - Nursing Assistant III	11.36
12224 - Nursing Assistant IV	12.75
12235 - Optical Dispenser	11.21
12236 - Optical Technician	9.30
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.52
12305 - Radiologic Technologist	23.81
12311 - Registered Nurse I	23.99
12312 - Registered Nurse II	28.64
12313 - Registered Nurse II, Specialist	28.64
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III, Anesthetist	34.65
12316 - Registered Nurse IV	41.55
12317 - Scheduler (Drug and Alcohol Testing)	21.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	23.08
13013 - Exhibits Specialist III	27.03
13041 - Illustrator I	19.15
13042 - Illustrator II	23.08
13043 - Illustrator III	27.03
13047 - Librarian	24.46
13050 - Library Aide/Clerk	11.49
13054 - Library Information Technology Systems Administrator	22.09
13058 - Library Technician	17.24
13061 - Media Specialist I	15.83
13062 - Media Specialist II	17.83
13063 - Media Specialist III	19.88
13071 - Photographer I	12.93
13072 - Photographer II	16.45
13073 - Photographer III	20.57
13074 - Photographer IV	24.45
13075 - Photographer V	27.88
13110 - Video Teleconference Technician	14.70
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.67
14042 - Computer Operator II	15.46
14043 - Computer Operator III	17.25
14044 - Computer Operator IV	19.17
14045 - Computer Operator V	21.22
14071 - Computer Programmer I	(see 1) 21.43
14072 - Computer Programmer II	(see 1) 26.56
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.67
14160 - Personal Computer Support Technician		22.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.13
15020 - Aircrew Training Devices Instructor (Rated)		32.14
15030 - Air Crew Training Devices Instructor (Pilot)		37.89
15050 - Computer Based Training Specialist / Instructor		26.13
15060 - Educational Technologist		32.13
15070 - Flight Instructor (Pilot)		37.89
15080 - Graphic Artist		19.52
15090 - Technical Instructor		18.06
15095 - Technical Instructor/Course Developer		22.09
15110 - Test Proctor		14.58
15120 - Tutor		14.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		7.64
16030 - Counter Attendant		7.64
16040 - Dry Cleaner		9.31
16070 - Finisher, Flatwork, Machine		7.64
16090 - Presser, Hand		7.64
16110 - Presser, Machine, Drycleaning		7.64
16130 - Presser, Machine, Shirts		7.64
16160 - Presser, Machine, Wearing Apparel, Laundry		7.64
16190 - Sewing Machine Operator		9.84
16220 - Tailor		10.41
16250 - Washer, Machine		8.19
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		15.73
19040 - Tool And Die Maker		20.26
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		10.91
21030 - Material Coordinator		16.69
21040 - Material Expediter		16.69
21050 - Material Handling Laborer		9.14
21071 - Order Filler		10.49
21080 - Production Line Worker (Food Processing)		10.91
21110 - Shipping Packer		10.48
21130 - Shipping/Receiving Clerk		10.49
21140 - Store Worker I		8.93
21150 - Stock Clerk		12.82
21210 - Tools And Parts Attendant		10.91
21410 - Warehouse Specialist		10.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.14
23021 - Aircraft Mechanic I		23.82
23022 - Aircraft Mechanic II		26.14
23023 - Aircraft Mechanic III		27.45
23040 - Aircraft Mechanic Helper		16.39
23050 - Aircraft, Painter		18.67
23060 - Aircraft Servicer		19.25
23080 - Aircraft Worker		20.78
23110 - Appliance Mechanic		16.14
23120 - Bicycle Repairer		11.33
23125 - Cable Splicer		21.87
23130 - Carpenter, Maintenance		15.73



23140 - Carpet Layer	14.64
23160 - Electrician, Maintenance	18.27
23181 - Electronics Technician Maintenance I	19.57
23182 - Electronics Technician Maintenance II	21.02
23183 - Electronics Technician Maintenance III	22.67
23260 - Fabric Worker	13.46
23290 - Fire Alarm System Mechanic	16.62
23310 - Fire Extinguisher Repairer	12.26
23311 - Fuel Distribution System Mechanic	19.79
23312 - Fuel Distribution System Operator	15.20
23370 - General Maintenance Worker	14.64
23380 - Ground Support Equipment Mechanic	23.82
23381 - Ground Support Equipment Servicer	19.25
23382 - Ground Support Equipment Worker	20.78
23391 - Gunsmith I	12.26
23392 - Gunsmith II	14.64
23393 - Gunsmith III	16.96
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.12
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	17.24
23430 - Heavy Equipment Mechanic	17.80
23440 - Heavy Equipment Operator	16.96
23460 - Instrument Mechanic	18.50
23465 - Laboratory/Shelter Mechanic	15.73
23470 - Laborer	9.14
23510 - Locksmith	15.73
23530 - Machinery Maintenance Mechanic	16.96
23550 - Machinist, Maintenance	16.31
23580 - Maintenance Trades Helper	11.27
23591 - Metrology Technician I	18.50
23592 - Metrology Technician II	19.66
23593 - Metrology Technician III	20.93
23640 - Millwright	17.46
23710 - Office Appliance Repairer	15.62
23760 - Painter, Maintenance	14.67
23790 - Pipefitter, Maintenance	17.63
23810 - Plumber, Maintenance	16.55
23820 - Pneudraulic Systems Mechanic	16.96
23850 - Rigger	16.96
23870 - Scale Mechanic	14.64
23890 - Sheet-Metal Worker, Maintenance	15.63
23910 - Small Engine Mechanic	14.64
23931 - Telecommunications Mechanic I	21.99
23932 - Telecommunications Mechanic II	23.51
23950 - Telephone Lineman	19.48
23960 - Welder, Combination, Maintenance	16.96
23965 - Well Driller	16.96
23970 - Woodcraft Worker	16.96
23980 - Woodworker	12.26
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	10.49
24610 - Chore Aide	8.29
24620 - Family Readiness And Support Services Coordinator	11.01
24630 - Homemaker	12.70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.71

25040 - Sewage Plant Operator	17.19
25070 - Stationary Engineer	18.43
25190 - Ventilation Equipment Tender	12.83
25210 - Water Treatment Plant Operator	17.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.20
27007 - Baggage Inspector	10.38
27008 - Corrections Officer	18.66
27010 - Court Security Officer	18.66
27030 - Detection Dog Handler	14.84
27040 - Detention Officer	18.66
27070 - Firefighter	19.83
27101 - Guard I	10.38
27102 - Guard II	14.84
27131 - Police Officer I	21.41
27132 - Police Officer II	23.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.64
28042 - Carnival Equipment Repairer	12.69
28043 - Carnival Equipment Worker	8.45
28210 - Gate Attendant/Gate Tender	13.37
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	14.96
28510 - Recreation Aide/Health Facility Attendant	10.92
28515 - Recreation Specialist	14.10
28630 - Sports Official	11.92
28690 - Swimming Pool Operator	16.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.06
29020 - Hatch Tender	17.06
29030 - Line Handler	17.06
29041 - Stevedore I	15.68
29042 - Stevedore II	18.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.13
30022 - Archeological Technician II	20.27
30023 - Archeological Technician III	25.11
30030 - Cartographic Technician	25.12
30040 - Civil Engineering Technician	19.04
30061 - Drafter/CAD Operator I	15.03
30062 - Drafter/CAD Operator II	16.81
30063 - Drafter/CAD Operator III	19.99
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.71
30082 - Engineering Technician II	17.63
30083 - Engineering Technician III	20.27
30084 - Engineering Technician IV	24.96
30085 - Engineering Technician V	29.90
30086 - Engineering Technician VI	36.17
30090 - Environmental Technician	19.33
30210 - Laboratory Technician	19.91
30240 - Mathematical Technician	24.90
30361 - Paralegal/Legal Assistant I	16.54
30362 - Paralegal/Legal Assistant II	20.49
30363 - Paralegal/Legal Assistant III	25.07
30364 - Paralegal/Legal Assistant IV	30.33

30390 - Photo-Optics Technician	22.90
30461 - Technical Writer I	26.05
30462 - Technical Writer II	31.87
30463 - Technical Writer III	38.56
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 19.99
30621 - Weather Observer, Senior	(see 3) 20.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.98
31030 - Bus Driver	15.52
31043 - Driver Courier	11.32
31260 - Parking and Lot Attendant	7.85
31290 - Shuttle Bus Driver	12.39
31310 - Taxi Driver	10.33
31361 - Truckdriver, Light	12.39
31362 - Truckdriver, Medium	14.19
31363 - Truckdriver, Heavy	17.82
31364 - Truckdriver, Tractor-Trailer	17.82
99000 - Miscellaneous Occupations	
99030 - Cashier	7.93
99050 - Desk Clerk	10.35
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	9.70
99252 - Laboratory Animal Caretaker II	10.76
99310 - Mortician	22.69
99410 - Pest Controller	14.84
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	11.26
99711 - Recycling Specialist	14.37
99730 - Refuse Collector	9.72
99810 - Sales Clerk	10.14
99820 - School Crossing Guard	8.48
99830 - Survey Party Chief	17.09
99831 - Surveying Aide	11.84
99832 - Surveying Technician	13.97
99840 - Vending Machine Attendant	9.87
99841 - Vending Machine Repairer	12.54
99842 - Vending Machine Repairer Helper	9.87

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## **SECTION K – REPRESENTATION, CERTIFICATION, AND OTHER STATEMENT OF OFFERORS**

### **K.1 52.252-01 Solicitation Provisions Incorporated By reference Feb 1998**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
<https://www.acquisition.gov/far>

Clause	Title	Date
52.204-17	Ownership or Control of Offeror	Nov 2014
52.223-1	Biobased Product Certification	May 2012
52.223-4	Recovered Material Certification	May 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	Dec 2012
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	May 2015
52.209-5	Certification Regarding Responsibility Matters.	Apr 2010
52.209-7	Information Regarding Responsibility Matters	Jul 2013
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products.	Feb 2001